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ARTICLE 29
GRIEVANCE PROCEDURE

29.1 The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for problem resolution.

29.2 **Terms and Requirements**

A. Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement. The term "grievant" as used in this Article includes the term "grievants."

B. Filing a Grievance

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. If the Union does so, it will set forth the name of the employee or the names of the group of employees.

C. Computation of Time

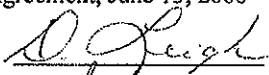
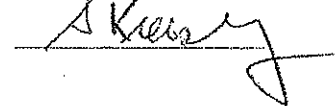
The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of

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grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.

D. Failure to Meet Timelines

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

E. Contents

The written grievance must include the following information:

1. A statement of the pertinent facts surrounding the nature of the grievance;
2. The date upon which the incident occurred;
3. The specific article and section of the Agreement violated;
4. The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;
5. The specific remedy requested;
6. The name of the grievant; and
7. The name and signature of the Union representative.

Failure by the Union to provide a copy of a grievance or the request for the next step with the Human Resources office or to describe the steps

1 taken to informally resolve the grievance at the time of filing will not be
2 the basis for invalidating the grievance.

3
4 F. Modifications

5 No newly alleged violations and/or remedies may be made after the initial
6 written grievance is filed, except by written mutual agreement.

7
8 G. Resolution

9 If the Employer provides the requested remedy or a mutually agreed-upon
10 alternative, the grievance will be considered resolved and may not be
11 moved to the next step.

12
13 H. Withdrawal

14 A grievance may be withdrawn at any time.

15
16 I. Resubmission

17 If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

18
19 J. Pay

20 Release time will be provided to grievants and union stewards in
21 accordance with Article 36, Employee Rights and Article 39, Union
22 Activities.

23
24 K. Group Grievances

25 No more than five (5) grievants and one (1) union steward and/or staff
26 representative, unless agreed otherwise will be permitted to attend a single
27 grievance meeting.

28
29 K. Consolidation

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1 The Employer may consolidate grievances arising out of the same set of
2 facts.

3
4 L. Bypass

5 Any of the steps in this procedure may be bypassed with mutual written
6 consent of the parties involved at the time the bypass is sought.

7
8 M. Discipline

9 Disciplinary grievances will be initiated at the level at which the disputed
10 action was taken.

11
12 N. Grievance Files

13 Written grievances and responses will be maintained separately from the
14 personnel files of the employees.

15
16 O. Alternative Resolution Methods

17 Any time during the grievance process, by mutual consent, the parties may
18 use alternative methods to resolve a non-disciplinary grievance. If the
19 parties agree to use alternative methods, the time frames in this Article are
20 suspended. If the selected alternative method does not result in a
21 resolution, the Union may return to the grievance process and the time
22 frames resume. Any expenses and fees of alternative methods will be
23 shared equally by the parties.

24
25 P. Steward Mentoring

26 With the agreement of the Employer, additional Union stewards will be
27 allowed to observe a Management scheduled grievance meeting for the
28 purpose of mentoring and training. The Employer will approve
29 compensatory time, exchange time, vacation leave or leave without pay
30 for the Union steward to attend the meeting.

1
2 **29.3 Filing and Processing (Except Departments Of Corrections and Social and**
3 **Health Services Employees)**

4 A. Filing

5 A grievance must be filed within twenty-one (21) days of the occurrence
6 giving rise to the grievance or the date the grievant knew or could
7 reasonably have known of the occurrence. This twenty-one (21) day
8 period will be used to attempt to informally resolve the dispute.
9

10 B. Processing

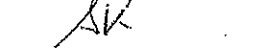
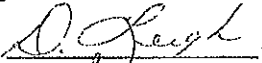
11 **Step 1 – Responsible Supervisor, Manager or Designee:**

12 If the issue is not resolved informally, the Union may present a written
13 grievance to the employee's supervisor or designee with a copy to the
14 Human Resources Office within the twenty-one (21) day period described
15 above. The Employer will designate a responsible supervisor, manager or
16 designee who will meet or confer by telephone with a union steward
17 and/or staff representative and the grievant within fifteen (15) days of
18 receipt of the grievance, and will respond in writing to the Union within
19 fifteen (15) days after the meeting.
20

21 **Note:** The agencies listed in Appendix B will bypass Step 1.
22

23 **Step 2 – Appointing Authority or Designee;**

24 For agencies not listed in Appendix B: If the grievance is not resolved at
25 Step 1, the Union may request a Step 2 meeting by filing it with the
26 appointing authority or designee, with a copy to the Human Resources
27 Office, within fifteen (15) days of the Union's receipt of the Step 1
28 decision.
29



1 For agencies listed in Appendix B: If the issue is not resolved informally,
2 the Union may present a written grievance to the employee's appointing
3 authority or designee, with a copy to the Human Resources Office within
4 twenty-one (21) days of the occurrence giving rise to the grievance or the
5 date the grievant knew or could reasonably have known of the occurrence.
6 This twenty-one (21) day period will be used to attempt to informally
7 resolve the dispute.

8
9 In either case, the appointing authority or designee will meet or confer by
10 telephone with a union steward and/or staff representative and the grievant
11 within fifteen (15) days of receipt of the appeal, and will respond in
12 writing to the Union within fifteen (15) days after the meeting.

13
14 **Step 3 – Agency Head or Designee:**

15 If the grievance is not resolved at Step 2, the Union may move it to Step 3
16 by filing it with the agency head, with a copy to the Human Resources
17 Office, within fifteen (15) days of the Union's receipt of the Step 2
18 decision. The agency head or designee will meet or confer by telephone
19 with a union steward and/or staff representative and the grievant within
20 fifteen (15) days of receipt of the appeal, and will respond in writing to the
21 Union within fifteen (15) days after the meeting.

22
23 **Note:** If the agency head is the only appointing authority for the agency,
24 Step 3 will be bypassed.

25
26 **Step 4 – Mediation or Pre-Arbitration Review Meetings:**

27 **1. Disciplinary and Disability Separation Grievances (Excluding**
28 **written reprimands)**

29 If the grievance is not resolved at Step 3, the Union may choose to
30 file a request for mediation with the Public Employment Relations

Commission (PERC) in accordance with WAC 391-55-020, with a copy to the OFM Labor Relations Office (OFM/LRO) and the agency's Human Resources Office within thirty (30) days of receipt of the Step 3 decision.

2. Disciplinary and Disability Separation Grievances Not Moved to Mediation and Non-Disciplinary Grievances (Including Written Reprimands)

If the grievance is not resolved at Step 3, the Union may request a pre-arbitration review meeting by filing the written grievance including a copy of all previous responses and supporting documentation with the Director of the OFM Labor Relations Office (OFM/LRO) with a copy to the agency's Human Resource Office within thirty (30) days of the Union's receipt of the Step 3 decision. Within fifteen (15) days of the receipt of all the required information, the OFM/LRO will discuss with the Union:

- i.* If a pre-arbitration review meeting will be scheduled with the OFM/LRO Director or designee, an agency representative, and the Union's staff representative to review and attempt to settle the dispute.
- ii.* If the parties are unable to reach agreement to conduct a meeting, the OFM/LRO Director or designee will notify the Union in writing that no pre-arbitration review meeting will be scheduled.

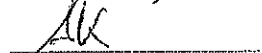
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1 Within thirty (30) days of receipt of the request, a pre-arbitration review
2 meeting will be scheduled. The meeting will be conducted at a mutually
3 agreeable time.
4

5 The proceedings of any mediation or pre-arbitration review meeting will
6 not be reported or recorded in any manner, except for agreements that may
7 be reached by the parties during the course of the mediation or meeting.
8 Statements made by or to the mediator, or by or to any party or other
9 participant in the mediation or meeting, may not later be introduced as
10 evidence, may not be made known to an arbitrator or hearings examiner at
11 a hearing, or may not be construed for any purpose as an admission
12 against interest, unless they are independently admissible.
13

14 **Step 5 – Arbitration**

15 If the grievance is not resolved at Step 4, or the OFM/LRO Director or
16 designee notifies the Union in writing that no pre-arbitration review
17 meeting will be scheduled, the Union may file a request for arbitration.
18 The demand to arbitrate the dispute must be filed with the American
19 Arbitration Association (AAA) within thirty (30) days of the mediation
20 session, pre-arbitration review meeting or receipt of the notice no pre-
21 arbitration review meeting will be scheduled.
22

23 **C. Selecting an Arbitrator**

24 The parties will select an arbitrator by mutual agreement or by alternately
25 striking names supplied by the AAA, and will follow the Labor
26 Arbitration Rules of the AAA unless they agree otherwise in writing.
27

28 **D. Authority of the Arbitrator**

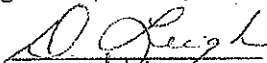
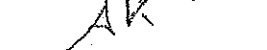
29 1. The arbitrator will:
30

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- 1 a. Have no authority to rule contrary to, add to, subtract from,
2 or modify any of the provisions of this Agreement;
3
4 b. Be limited in his or her decision to the grievance issue(s)
5 set forth in the original written grievance unless the parties
6 agree to modify it;
7
8 c. Not make any award that provides an employee with
9 compensation greater than would have resulted had there
10 been no violation of this Agreement;
11
12 d. Not have the authority to order the Employer to modify his
13 or her staffing levels or to direct staff to work overtime.
14

15 2. The arbitrator will hear arguments on and decide issues of
16 arbitrability before the first day of arbitration at a time convenient
17 for the parties, through written briefs, immediately prior to hearing
18 the case on its merits, or as part of the entire hearing and decision-
19 making process. If the issue of arbitrability is argued prior to the
20 first day of arbitration, it may be argued in writing or by telephone,
21 at the discretion of the arbitrator. Although the decision may be
22 made orally, it will be put in writing and provided to the parties.
23

24 3. The decision of the arbitrator will be final and binding upon the
25 Union, the Employer and the grievant.
26

27 E. Arbitration Costs

28 1. The expenses and fees of the arbitrator, and the cost (if any) of the
29 hearing room, will be shared equally by the parties.
30



1 2. If the arbitration hearing is postponed or canceled because of one
2 party, that party will bear the cost of the postponement or
3 cancellation. The costs of any mutually agreed upon
4 postponements or cancellations will be shared equally by the
5 parties.

6
7 3. If either party desires a record of the arbitration, a court reporter
8 may be used. If that party purchases a transcript, a copy will be
9 provided to the arbitrator free of charge. If the other party desires
10 a copy of the transcript, it will pay for half of the costs of the fee
11 for the court reporter, the original transcript and a copy.

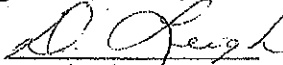
12
13 4. Each party is responsible for the costs of its staff representatives,
14 attorneys, and all other costs related to the development and
15 presentation of their case. Every effort will be made to avoid the
16 presentation of repetitive witnesses. The Union is responsible for
17 paying any travel or per diem expenses for its witnesses, the
18 grievant and the union steward.

19
20 **29.4 Filing and Processing – Departments of Corrections and Social and Health**
21 **Services Employees (Non-Panel Process)**

22 Grievances appealing an employee's disability separation or disciplinary
23 reduction in pay, demotion, suspension, or discharge will be processed as follows:

24
25 A. Filing

26 A grievance must be filed within twenty-one (21) days of the occurrence
27 giving rise to the grievance or the date the grievant knew or could
28 reasonably have known of the occurrence. This twenty-one (21) day
29 period will be used to attempt to informally resolve the dispute.





1 B. Processing

2 **Step 1 – Appointing Authority or Designee:**

3 If an issue is not resolved informally, the Union may present a written
4 grievance to the appointing authority or designee with a copy to the
5 Human Resource Office within the twenty-one (21) day period described
6 above. The appointing authority or designee will meet or confer by
7 telephone with a union steward and/or staff representative and the grievant
8 within fifteen (15) days of receipt of the grievance, and will respond in
9 writing to the Union within fifteen (15) days after the meeting.

10
11 **Step 2 – Agency Head or Designee:**

12 If the grievance is not resolved at Step 1, the Union may move it to Step 2
13 it with the agency's Labor Relations Office in Olympia, with a copy to the
14 Human Resources Office, within fifteen (15) days of the Union's receipt
15 of the Step 1 decision. The agency head or designee will meet or confer
16 by telephone with a union steward and/or staff representative and the
17 grievant within fifteen (15) days of receipt of the appeal, and will respond
18 in writing to the Union within fifteen (15) days after the meeting.

19
20 **Step 3 - Mediation:**

21 If the grievance is not resolved at Step 2, the Union may choose to file a
22 request for mediation with the Public Employment Relations Commission
23 (PERC) in accordance with WAC 391-55-020, with a copy to the OFM
24 Labor Relations Office (OFM/LRO) and the agency's Labor Relations
25 Office within thirty (30) days of receipt of the Step 2 decision. In those
26 cases where the Union does not choose to move a grievance to mediation,
27 Article 29.5, Step 3 will apply.

28
29 The proceedings of any mediation meeting will not be reported or
30 recorded in any manner, except for agreement that may be reached by the

1 parties during the course of the mediation. Statements made by or to the
2 mediator, or by or to any party or other participant in the mediation, may
3 not later be introduced as evidence, may not be made known to an
4 arbitrator or hearings examiner at a hearing, or may not be construed for
5 any purpose as an admission against interest, unless they are
6 independently admissible.

7
8 **Step 4 – Arbitration**

9 If the grievance is not resolved at Step 3, the Union may file a request for
10 arbitration. The demand to arbitrate the dispute must be filed with the
11 American Arbitration Association (AAA) within thirty (30) days of the
12 mediation session. The arbitration will be processed in accordance with
13 Subsections 29.3 C through 29.3 E.

14
15 **29.5 Filing and Processing for Departments of Corrections and Social and Health**
16 **Services Employees (Panel Process)**

17 All grievances other than disability separations or the disciplinary actions
18 described in Section 29.4, above, will be processed as follows:

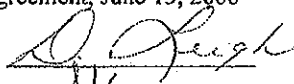

19
20 A. Filing

21 A grievance must be filed within twenty-one (21) days of the occurrence
22 giving rise to the grievance or the date the grievant knew or could
23 reasonably have known of the occurrence. This twenty-one (21) day
24 period will be used to attempt to informally resolve the dispute.

25
26 B. Processing

27 **Step 1 – Appointing Authority or Designee:**

28 If an issue is not resolved informally, the Union may present a written
29 grievance to the appointing authority or designee, with a copy to the
30 Human Resources Office within the twenty-one (21) day period described

1 above. The appointing authority or designee will meet or confer by
2 telephone with a union steward and/or staff representative and the grievant
3 within fifteen (15) days of receipt of the grievance, and will respond in
4 writing to the Union within fifteen (15) days after the meeting.
5

6 **Step 2 – Grievance Resolution Panel:**

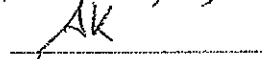
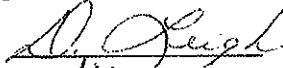
7 Within fifteen (15) days of receiving the Step 1 decision, the Union may
8 move the grievance to the Grievance Resolution Panel described below or
9 to the grievance process described in Section 29.4, beginning at Step 2.
10 Identification of the employee's choice must be in writing and delivered to
11 the agency's Labor Relations Office in Olympia. An employee's failure to
12 identify his or her choice of venue will result in the grievance being
13 appealed to the Grievance Resolution Panel.
14

15 1. Grievance Resolution Panel

16 The Employer and the Union will establish a permanent committee
17 for the resolution of grievances, referred to as the Grievance
18 Resolution Panel. The panel will not have the authority to
19 contradict, add to, subtract from or otherwise modify the terms and
20 conditions of this Agreement. The panel will only have the
21 authority to interpret the provisions of this Agreement to the extent
22 necessary to render a decision on the case being heard.
23

24 2. Panel Membership

- 25 a. The Grievance Resolution Panel will consist of three (3)
26 agency representatives appointed by the Employer, and
27 three (3) union panel members appointed by the Union.
28



1 b. A staff representative and an employer representative will
2 co-chair the panel. The co-chairs will preside at the
3 meetings and jointly author the decision of the panel.
4

5 c. The employer co-chair will function as the panel secretary.
6 For each meeting, the panel secretary will prepare the
7 agenda and distribute it, a copy of the grievance, and the
8 Step 1 response for each case to be heard. The panel
9 secretary will keep the records of the meeting and provide
10 copies of the decisions to each panel member. The panel
11 secretary will be assisted by a support employee to be
12 provided by the Employer.
13

14 d. If the case involves an employee from a facility or an office
15 where a staff representative has representational
16 responsibility, the staff representative may not serve as a
17 panel member during the hearing of the case. Union
18 stewards who have represented the grievant on the case or
19 are located in the same office as the grievant will not serve
20 on the panel. Employer panel representatives will not serve
21 on the cases involving facilities or offices where they are
22 employed or located.
23

24 3. Panel Meetings

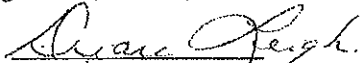
25 Regular meetings of the Grievance Resolution Panel will be held
26 monthly or as needed. The parties will agree upon the date. The
27 location of the meeting will be determined by agreement of the co-
28 chairs.
29

30 4. Postponement of Cases

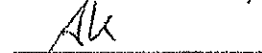
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1 Both parties have the right to postpone a case one (1) time.
2 Additional postponements will be permitted only by agreement of
3 both parties. Postponements must be requested at least seven (7)
4 calendar days in advance of the hearing.
5

6 5. Panel Procedures

7 a. Staff representatives, union stewards, and representatives of
8 the Employer may present cases before the panel.
9 Attorneys may attend in an advisory capacity only and will
10 not present cases before the panel or serve as a panel
11 member.
12

13 b. Representatives may make opening statements, present
14 cases and give closing arguments. The co-chairs may cross-
15 examine either party and may, by mutual agreement, allow
16 questions from other panel members.
17

18 c. At the beginning of each case, each party may raise an
19 objection if they believe there has been a procedural
20 violation of the grievance procedure. The panel will hear
21 arguments from the parties when such an objection is raised
22 and render a decision on the objection prior to hearing the
23 case. If the panel is unable to reach a decision on the
24 objection, the panel may choose to hear the grievance on its
25 merit. If the panel chooses to hear the grievance, this does
26 not preclude either party from raising the objection at a
27 later step in the grievance procedure.
28

29 d. Non-participants are permitted to observe hearings. Either
30 co-chair will have the right to exclude non-participants

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1 from the hearing room when necessary to protect the
2 integrity of the grievance procedure or the sensitivity of the
3 issue being grieved.
4

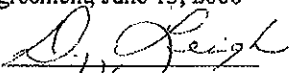
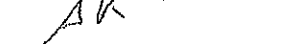
5 e. Following presentation of each case, panel members will
6 go into executive session. Only panel members and the
7 panel secretary may be present during such sessions.
8 During executive session, panel members will discuss the
9 case and render a decision. If during an executive session,
10 the panel determines further information is necessary in
11 order to render a decision, the hearing will be reconvened.
12 After a decision has been reached, all interested parties will
13 be called into the hearing room and advised of the decision.
14 A written decision will be delivered to the parties at that
15 time.
16

17 6. Panel Decisions

18 Any majority decision rendered by the Grievance Resolution Panel
19 is final and binding on all parties to the case. Except in the case of
20 grievances regarding oral reprimands, if the panel is unable to
21 decide a grievance and deadlocks—with a three-three (3-3)
22 decision—on the case, the Union may request a pre-arbitration
23 review meeting.
24

25 **Step 3 – Pre-Arbitration Review Meeting**

26 If the grievance is not resolved at Step 2, excluding grievances regarding
27 oral reprimands, the Union may file a request for a pre-arbitration review
28 meeting (with a copy of the grievance and all responses attached). It must
29 be filed with the Director of the OFM Labor Relations Office (OFM/LRO)

1 and the agency's Human Resources Office within thirty (30) days of the
2 Grievance Resolution Panel hearing or receipt of the Step 2 decision.
3 Within fifteen (15) days of the receipt of all the required information, the
4 OFM/LRO will discuss with the Union:

5
6 i. If a pre-arbitration review meeting will be scheduled with the
7 OFM/LRO Director or designee, an agency representative, and the
8 Union's staff representative to review and attempt to settle the
9 dispute.

10
11 ii. If the parties are unable to reach agreement to conduct a meeting,
12 the OFM/LRO Director or designee will notify the Union, in
13 writing that no pre-arbitration review meeting will be scheduled.
14

15 Within thirty (30) days of receipt of the request, a pre-arbitration review
16 meeting will be scheduled. The meeting will be conducted at a mutually
17 agreeable time.
18

19 The proceedings of any pre-arbitration review meeting will not be reported
20 or recorded in any manner, except for agreements that may be reached by
21 the parties during the course of the meeting. Statements made or by or to
22 any party or other participant in the meeting, may not later be introduced
23 as evidence, may not be made known to an arbitrator or hearings examiner
24 at a hearing, or may not be construed for any purpose as an admission
25 against interest, unless they are independently admissible.
26

27 Step 4 - Arbitration

28 If the grievance is not resolved at Step 3, the Union may file a request for
29 arbitration. The demand to arbitrate the dispute must be filed with the
30 American Arbitration Association (AAA) within thirty (30) days of the

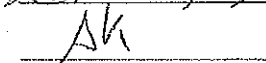
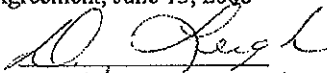
1 pre-arbitration review meeting or receipt of the notice no pre-arbitration
2 review meeting will be scheduled. The arbitration will be processed in
3 accordance with Subsections 29.3 C through 29.3 E.
4

5 **29.6 Successor Clause**

6 Grievances filed during the term of the 2007 – 2009 agreement will be processed
7 to completion in accordance with the provisions of the 2007 – 2009 agreement.
8

9 **29.7 Election of Remedies**

10 Arbitrating a claim under this Article constitutes a waiver of the right to pursue
11 the same claim before the Equal Employment Opportunity Commission, the
12 Human Rights Commission, or in a judicial or other forum. Pursuit of a claim
13 before the Equal Employment Opportunity Commission, the Human Rights
14 Commission, or in a judicial or other forum constitutes a waiver of the right to
15 pursue the same claim through arbitration under this Article.
16



1 **ARTICLE 30**

2 **EMPLOYEE ASSISTANCE PROGRAM**

3
4 The Employee Assistance Program within the Department of Personnel is responsible for
5 the employee assistance program established in accordance with RCW 41.04.700 through
6 730. Individual employees' participation in the Employee Assistance Program and all
7 individually identifiable information gathered in the process of conducting the program
8 will be held in strict confidence; except that the Employer may be provided with the
9 following information about employees referred by the Employer due to poor job
10 performance:

- 11
12 A. Whether or not the referred employee made an appointment;
13
14 B. The date and time the employee arrived and departed;
15
16 C. Whether the employee agreed to follow the advice of counselors; and
17
18 D. Whether further appointments were scheduled.
19

20 Participation or nonparticipation by any employee in the Employee Assistance
21 Program will not be a factor in any decision affecting an employee's job security,
22 promotional opportunities, disciplinary action, or other employment rights.
23 However, nothing relieves employees from the responsibility of performing their
24 jobs in an acceptable manner.
25

Tentative Agreement, May 15, 2006

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Employer

D. Leigh

Union

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ARTICLE 31
PERSONNEL FILES

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4 **31.1** There will be one (1) official personnel file maintained by the Employer for each
5 employee. The location of personnel files will be determined by the employing
6 agency. All references to "supervisory file" in this Agreement refer to a file kept
7 by the employee's first-line supervisor. Additional employee files may include
8 attendance files, payroll files and medical files.
9

10 **31.2** An employee may examine his or her own personnel file, supervisory file,
11 attendance file, payroll file, and medical file. Review of these files will be in the
12 presence of an Employer representative during business hours, unless otherwise
13 arranged. An employee will not be required to take leave to review these files.
14 Written authorization from the employee is required before any representative of
15 the employee will be granted access to these files. The employee and/or
16 representative may not remove any contents; however, an employee may provide
17 a written rebuttal to any information in the files that he or she considers
18 objectionable. The Employer may charge a reasonable fee for copying any
19 materials beyond the first copy requested by the employee or his or her
20 representative.
21

22 **31.3** A copy of any material to be placed in an employee's personnel file that might
23 lead to disciplinary action will be provided to the employee. An employee may
24 have documents relevant to his or her work performance placed in his or her
25 personnel file.
26

27 **31.4** Medical files will be kept separate and confidential in accordance with state and
28 federal law.
29

Tentative Agreement, June 1, 2006

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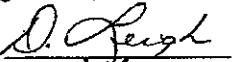
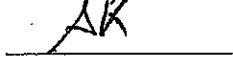
31.5 Supervisory Files

Supervisory files will be purged of the previous year's job performance information following completion of the annual performance evaluation, unless circumstances warrant otherwise.

31.6 Removal of Documents

- A. Adverse material or information related to alleged misconduct that is determined to be false and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from the employee's personnel file. The Employer may retain this information in a legal defense file and it will only be used or released when required by a regulatory agency (acting in their regulatory capacity), in the defense of an appeal or legal action, or as otherwise required by law.
- B. Written reprimands will be removed from an employee's personnel file after three (3) years if:
 - 1. Circumstances do not warrant a longer retention period; and
 - 2. There has been no subsequent discipline; and
 - 3. The employee submits a written request for its removal.
- C. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after three (3) years will be removed after seven (7) years if:

- 1. Circumstances do not warrant a longer retention period; and

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2. There has been no subsequent discipline; and

3. The employee submits a written request for its removal.

D. Nothing in this Section will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate RCW 41.06.450.

Tentative Agreement, June 1, 2006

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Employer *D. Joseph*

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ARTICLE 32
REASONABLE ACCOMMODATION AND
DISABILITY SEPARATION

32.1 The Employer and the Union will comply with all relevant federal and state laws, regulations and executive orders providing reasonable accommodations to qualified individuals with disabilities.

32.2 An employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation by submitting a request to the Employer. The Employer will acknowledge receipt of the request for reasonable accommodation or disability separation. The Employer will begin processing a reasonable accommodation request within thirty (30) calendar days.

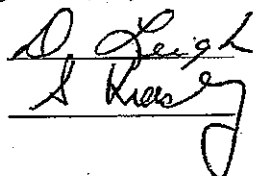
32.3 Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion at Employer expense. Medical information disclosed to the Employer will be kept confidential.

32.4 The Employer will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided. The Employer will attempt to accommodate the employee in his or her current position prior to looking at accommodations in alternative vacant positions.

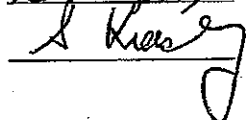
32.5 An employee with permanent status may be separated from service when the agency determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory or physical disability, which cannot be reasonably accommodated. Determinations of disability may be made

Tentative Agreement, July 26, 2006

Employer



Union



1 by the agency based on an employee's written request for disability separation or
2 after obtaining a written statement from a physician or licensed mental health
3 professional. The agency can require an employee to obtain a medical
4 examination, at the agency's expense, from a physician or licensed mental health
5 professional of the agency's choice. Evidence may be requested from the
6 physician or licensed mental health professional regarding the employee's
7 limitations. The Employer will conduct a diligent review and search for possible
8 accommodations within the agency.
9

10 **32.6** The agency may immediately separate an employee when the agency has medical
11 documentation of the employee's disability and has determined that the employee
12 cannot be reasonably accommodated in any available position, or when the
13 employee requests separation due to disability.
14

15 **32.7** An employee separated due to disability will be placed in the General
16 Government Transition Pool Program if he or she submits a written request for
17 reemployment in accordance with WAC 357-46-090 through 105 and has met the
18 reemployment requirements of WAC 357-19-475.
19

20 **32.8** Disability separation is not a disciplinary action. An employee who has been
21 separated because of a disability may grieve his or her disability separation in
22 accordance with Article 29, Grievance Procedure, unless the separation was at the
23 employee's request.
24

1 **ARTICLE 33**

2 **SENIORITY**

3
4 **33.1 Definition**

5 A. Seniority for full-time employees will be defined as the employee's length
6 unbroken state service. Seniority for part-time or on-call employees will
7 be based on actual hours worked. Leave without pay of fifteen (15)
8 consecutive calendar days or less will not affect an employee's seniority.
9 When an employee is on leave without pay for more than fifteen (15)
10 consecutive calendar days, the employee's seniority will not be affected
11 when the leave without pay is taken for:

- 12
- 13 1. Military leave or United States Public Health Service,
 - 14
 - 15 2. Compensable work-related injury or illness leave,
 - 16
 - 17 3. Governmental service leave and leave to enter the Peace Corps, not
18 to exceed two (2) years and three (3) months,
 - 19
 - 20 4. Educational leave, contingent upon successful completion of the
21 coursework, and/or
 - 22
 - 23 5. Reducing the effects of layoff.
 - 24

25 When an employee is on leave without pay for more than fifteen (15)
26 consecutive calendar days and the absence is not due to one of the reasons
27 listed above, the employee's seniority date will be moved forward in an
28 amount equal to the duration of the leave without pay. Time spent on a
29 temporary layoff or when an employee's work hours are reduced in

Tentative Agreement, May 31, 2006

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Employer

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1 accordance with Section 34.5, of Article 34, Layoff and Recall, will not be
2 deducted from the calculation of seniority. Employees who are separated
3 from state service due to layoff and are reemployed within two (2) years
4 of their separation date will not be considered to have a break in service.

5
6 B. For employees whose positions are assigned to an academic and/or
7 vocational education program or facility that follows the customary public
8 school practice of a less than twelve (12) month school year, the Employer
9 will place the employee on leave without pay for all or part of the time the
10 program or facility is closed for customary school vacations and will not
11 adjust the employee's seniority date.

12
13 C. For the purposes of layoffs, a maximum of five (5) years' credit will be
14 added to the seniority of permanent employees who are veterans or to their
15 unmarried widows or widowers, as provided in RCW 41.06.133 (13).

16
17 **33.2 Ties**

18 If two (2) or more employees have the same unbroken state service date, ties will
19 be broken in the following order:

20
21 A. Longest continuous time within their current job classification;

22
23 B. Longest continuous time with the agency; and

24
25 C. By lot.

26
27 **33.3 Seniority List**

28 The Employer will prepare and post a seniority list. The list will be updated
29 annually and will contain each permanent and non-permanent employee's name,

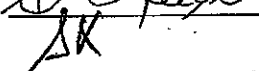
Tentative Agreement, May 31, 2006

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Employer



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1 job classification and seniority date. Employees will have fourteen (14) calendar
2 days in which to appeal their seniority date to their Human Resource Office, after
3 which time the date will be presumed correct. A copy of the seniority list will be
4 provided to the Union at the time of posting.
5
6

Tentative Agreement, May 31, 2006

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Employer

D. Leigh

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Layoff is an Employer-initiated action taken in accordance with Section 34.3 below that result in:

- 34.2** The Employer will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article.

Layoffs may occur for any of the following reasons:

- A. Lack of funds
- B. Lack of work
- C. Good faith reorganization
- D. Ineligibility to continue in a position that was reallocated, or the employee's choice not to continue in a position that was reallocated to a classification with a lower salary range maximum.

1

Union

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2 E. Termination of a project

3
4 F. Fewer positions available than the number of employees entitled to such
5 positions either by statute or other provision.
6

7 **34.4 Voluntary Layoff, Leave without Pay or Reduction in Hours**

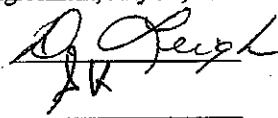
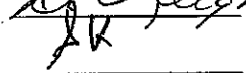
8 Appointing authorities may allow an employee to volunteer to be laid off, take
9 leave without pay or reduce his or her hours of work in order to reduce layoffs. If
10 it is necessary to limit the number of employees in an agency on unpaid leave at
11 the same time, the appointing authority will determine who will be granted a leave
12 without pay and/or reduction in hours based upon staffing needs. Employees who
13 volunteer to be laid off may request to participate in the General Government
14 Transition Pool Program and/or have their names placed on the layoff lists for the
15 job classifications in which they held permanent status.
16

17 **34.5 Non-Permanent and Probationary Employees**

18 Employees with permanent status will not be separated from state service through
19 a layoff action without first being offered positions they have the skills and
20 abilities to perform within their current job classification within the layoff unit
21 currently held by non-permanent and probationary employees. Non-permanent
22 employees will be separated from employment before probationary employees.
23

24 **34.6 Temporary Reduction of Work Hours or Layoff – Employer Option**

25 A. The Employer may temporarily reduce the work hours of an employee to
26 no less than twenty (20) per week due to an unanticipated loss of funding,
27 revenue shortfall, lack of work, shortage of material or equipment, or other
28 unexpected or unusual reasons. Employees will normally receive notice
29 of seven (7) calendar days of a temporary reduction of work hours. The

1 notice will specify the nature and anticipated duration of the temporary
2 reduction.

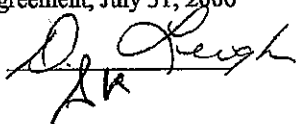
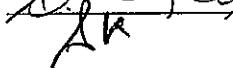
3
4 B. The Employer may temporarily layoff an employee for up to thirty (30)
5 calendar days due to an unanticipated loss of funding, revenue shortfall,
6 lack of work, shortage of material or equipment, or other unexpected or
7 unusual reasons. Employees will normally receive notice of seven (7)
8 calendar days of a temporary layoff. The notice will specify the nature
9 and anticipated duration of the temporary layoff.

10
11 C. An employee whose work hours are temporarily reduced or who is
12 temporarily laid off will not be entitled to:

- 13
14 1. Be paid any leave balance if the layoff was due to the lack of
15 funds,
16
17 2. Bump to any other position, or
18
19 3. Be placed on the layoff list.

20
21 D. A temporary reduction of work hours or layoff will be in accordance with
22 seniority, as defined in Article 33, among the group of employees with the
23 required skills and abilities as defined in Section 34.8, in the job
24 classification at the location where the temporary reduction in hours or
25 layoff will occur.

26
27 E. A temporary reduction of work hours or layoff will not affect an
28 employee's periodic increment date and the employee will continue to
29 accrue vacation and sick leave credit at their normal rate.
30

1 **34.7 Layoff Units**

2 A. A layoff unit is defined as the geographical entity or administrative/
3 organizational unit in each agency used for determining available options
4 for employees who are being laid off.

5
6 B. The layoff unit(s) for each agency covered by this Agreement are
7 described in Appendix C, Layoff Units.
8

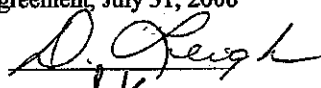

9 **34.8 Skills and Abilities**

10 Skills and abilities are documented criteria found in license/certification
11 requirements, federal and state requirements, position descriptions, bona fide
12 occupational qualifications approved by the Human Rights Commission, or
13 recruitment announcements that have been identified at least three (3) months
14 prior to the layoff.
15

16 **34.9 Formal Options**

17 A. Employees will be laid off in accordance with seniority, as defined in
18 Article 33, Seniority, among the group of employees with the required
19 skills and abilities, as defined in Section 34.8, above. Employees being
20 laid off will be provided the following options to comparable positions
21 within the layoff unit, in descending order, as follows:
22

- 23 1. A funded vacant position for which the employee has the skills and
24 abilities, within his or her current job classification.
25
26 2. A funded filled position held by the least senior employee for
27 which the employee has the skills and abilities, within his or her
28 current job classification.
29

1 3. A funded vacant or filled position held by the least senior
2 employee for which the employee has the skills and abilities, at the
3 same or lower salary range as his or her current permanent
4 position, within a job classification in which the employee has held
5 permanent status.

6
7 Options will be provided in descending order of salary range and
8 one progressively lower level at a time. Vacant positions will be
9 offered prior to filled positions.

10
11 B. If a job classification in which an employee has previously held status has
12 been abolished or revised, a crosswalk to the class series will be used to
13 identify any layoff option(s). The employee must have the skills and
14 abilities of any identified position.

15
16 C. Employees who are laid off may request to have their name placed on the
17 layoff lists for the job classifications in which they have held permanent
18 status.

19
20 **34.10 Informal Options**

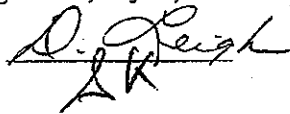
21 An employee being laid off may be offered a funded vacant position to job
22 classifications he or she has not held permanent status within his or her layoff
23 unit, provided the employee meets the skills and abilities required of the position
24 and it is at the same or lower salary range as the position in which the employee
25 currently holds permanent status. An employee may request an informal option to
26 job classifications through the agency's human resources office within five (5)
27 calendar days of receipt of a written notice of a permanent layoff. The award or
28 denial of an informal option is not subject to the grievance procedure.

29
30 **34.11 Notification for the Union**

Tentative Agreement, July 31, 2006

5

Employer



Union

1 The Employer will notify the Union before implementing a permanent layoff
2 described in 34.3 A, B C, and E. Upon request, the Employer will discuss
3 impacts to the bargaining unit with the Union. The discussion will not serve to
4 delay the onset of a layoff unless the Employer elects to do so.

5
6 **34.12 Notification to Employees With Permanent Status**

7 A. Except for temporary reduction in work hours and temporary layoffs as
8 provided in Section 34.6, employees with permanent status will receive
9 written notice at least fifteen (15) calendar days before the effective layoff
10 date. The notice will include the basis for the layoff and any options
11 available to the employee. The Union will be provided with a copy of the
12 notice.

13
14 B. Except for temporary reduction in work hours and temporary layoffs as
15 provided in Section 34.6, if the Employer chooses to implement a layoff
16 action without providing fifteen (15) calendar days' notice, the employee
17 will be paid his or her salary for the days that he or she would have
18 worked had full notice been given.

19
20 C. Employees will be provided five (5) calendar days to accept or decline, in
21 writing, any option provided to them. This time period will run concurrent
22 with the fifteen (15) calendar days' notice provided by the Employer to the
23 employee.

24
25 D. The day that notification is given constitutes the first day of notice.
26

27 **34.13 Salary**

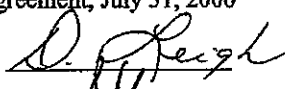
28 Employees appointed to a position as a result of a layoff action will have their
29 salary determined as follows:

30 A. Transfer or Bump

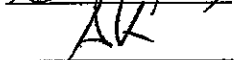
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Employer



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1 An employee who accepts a transfer or bumps to another position within
2 his or her current job classification will retain his or her current salary.

3
4 B. Voluntary Demotion in Lieu of Layoff and Bump to a Lower Position

5 An employee who bumps to another position with a lower salary range
6 will be paid an amount equal to his or her current salary, provided it is
7 within the salary range of the new position. In those cases where the
8 employee's current salary exceeds the maximum amount of the salary
9 range for the new position, the employee will be compensated at the
10 maximum salary of the new salary range.

11
12 C. Appointment from a Layoff List

13 1. Employees who are appointed from a layoff list to a position with
14 the same salary range as that of the position from which they were
15 laid off will be paid an amount equal to the salary they were
16 receiving at the time they were laid off, plus any cost of living
17 adjustments that occurred during the time they were laid off.

18
19 2. Employees who are appointed from a layoff list to a position with a
20 lower salary range than the position from which they were laid off
21 will be paid an amount equal to the salary they were receiving at
22 the time they were laid off, provided it is within the salary range of
23 the new position. In those cases where the employee's prior salary
24 exceeds the maximum amount of the salary range for the new
25 position, the employee will be compensated at the maximum salary
26 of the new salary range.

27
28 **34.14 Transition Review Period**

29 A. The Employer may require an employee to complete a six (6) month
30 transition review period when the employee accepts a layoff option to a

Tentative Agreement, July 31, 2006

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Employer

D. Leigh

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1 job classification or future-equivalent job classification in which he or she
2 has:

- 3
4 1. Not held permanent status,
5 2. Been appointed from the General Government Transition Pool
6 Program, or
7 3. Been appointed from a layoff list.

8
9 B. When the Employer requires an employee to complete a transition review
10 period, the employee will be provided with written notice.

11
12 C. The Employer may extend a transition review period as long as the
13 extension does not cause the total period to exceed twelve (12) months.
14 Employees will receive a permanent appointment to the position upon
15 successful completion of the transition review period.

16
17 D. The Employer may separate an employee or an employee may voluntarily
18 separate during the transition review period. Upon separation, and at the
19 employee's request, the employee's name will be placed on or returned to
20 the layoff list. The employee will remain on the list until such time as his
21 or her eligibility expires or he or she has been rehired. An employee who
22 is separated during his or her transition review period may request a
23 review of the separation by the Director or Secretary of the agency or
24 designee within twenty-one (21) calendar days from the effective date of
25 the separation. Separation during the transition review period will not be
26 subject to the grievance procedure in Article 29.

27
28 E. An employee may voluntarily separate a maximum of two (2) times as a
29 result of a single layoff action.
30

1 **34.15 Recall**

2 A. The Employer will maintain layoff lists for each job classification, which
3 will include geographic availability. Employees who are laid off or have
4 been notified that they are scheduled for layoff, may have their name
5 placed on the lists for the job classification from which they were laid off
6 or bumped and will indicate the geographic areas in which they are willing
7 to accept employment. Additionally, employees may request to have their
8 name placed on layoff lists for other job classifications in which they have
9 held permanent status. An employee will remain on the layoff lists for
10 two (2) years from the effective date of the qualifying action and may
11 request to be placed on the layoff lists for which they qualify at any time
12 within the two (2) year period.

13
14 B. When a vacancy occurs within an agency and when there are names on a
15 layoff list, the Employer will fill the position in accordance with Article 4,
16 Hiring and Appointments. An employee will be removed from the layoff
17 list if he or she is certified from the list and waives the appointment to a
18 position two (2) times.

19
20 C. Employees who have taken a demotion in lieu of layoff may also request
21 to have their name placed on the agency's internal layoff list for the job
22 classification they held permanent status in prior to the demotion.

23
24 **34.16 General Government Transition Pool Program**

25 Employees who are notified that they are at risk of being laid off or have been laid
26 off may request their names be placed into the General Government Transition
27 Pool Program. When a vacancy occurs within an agency, the Employer will
28 consider employees in the General Government Transition Pool Program in
29 accordance with Article 4, Hiring and Appointments.

1 **34.17 Project Employment**

2 A. Project employees have layoff rights within their project. Formal options
3 will be determined using the procedure outlined in Section 34.9, above.
4

5 B. Permanent status employees who left regular classified positions to accept
6 project employment without a break in service have layoff rights within
7 the agency in which they held permanent status to the job classification
8 they held immediately prior to accepting project employment.
9

10 C. Project employees who are separated from state service due to layoff and
11 have not held permanent status in classified service may request their
12 names be placed into the General Government Transition Pool Program.
13 Upon layoff from the project, project employees who entered the project
14 through the competitive process and remain in project status for two (2)
15 years will be eligible to have their names placed on the internal layoff list
16 for the classes in which permanent project status was attained. Bumping
17 options will be limited to the project boundaries.
18

19 **34.18 Seasonal Career Employment**

20 A. Seasonal career employees have layoff rights within their agency to other
21 seasonal career positions within their layoff unit as provided in Subsection
22 34.18 C below. Employees will be given no less than two (2) working
23 days' notice of a layoff.
24

25 B. Formal options will be determined using the procedure outlined in Section
26 34.9 above, to other seasonal career positions. Employees separated due
27 to layoffs will be placed on separate seasonal layoff lists for the season in
28 which they were laid off. Employees who have the skills and abilities to
29 perform the duties of the position to be filled will be recalled based on

1 seniority for other seasonal career positions within their layoff unit for the
2 current or following season.

3
4 C. The layoff units for seasonal employees are as follows for each agency:

5
6 1. Department of Fish and Wildlife – See Appendix C, Layoff Units.

7
8 2. Department of Natural Resources

9 a. For seasonal employees whose positions require residency
10 within a local unit, the layoff unit is the local unit to which the
11 position is assigned.

12
13 b. For seasonal employees whose position has no residency
14 requirement the layoff unit is:

15
16 i. District – The district within which the position is assigned.
17 or

18
19 ii. Region – The region, excluding district positions, if the
20 position is within the region but not assigned to a district.
21 or

22
23 iii. Division – The division, if the position is assigned to a
24 division.

25
26 3. Department of Transportation – The county in which the seasonal
27 employee's official duty station is located.
28

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4. Employment Security Department – The office first and then the county in which the seasonal employee's official duty station is located.
5. Horse Racing Commission – A single statewide layoff unit.
6. Parks Commission – The region in which the seasonal employee's official duty station is located.

Tentative Agreement, July 31, 2006

12

Employer

D. Leigh

Union

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1 **ARTICLE 35**

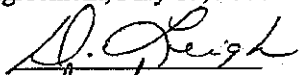
2 **MANAGEMENT RIGHTS**

3
4 Except as modified by this Agreement, the Employer retains all rights of management,
5 which, in addition to all powers, duties and rights established by constitutional provision
6 or statute, will include but not be limited to, the right to:

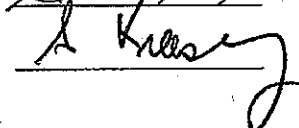
- 7
8 A. Determine the Employer's functions, programs, organizational structure
9 and use of technology;
10
11 B. Determine the Employer's budget and size of the agency's workforce and
12 the financial basis for layoffs;
13
14 C. Direct and supervise employees;
15
16 D. Take all necessary actions to carry out the mission of the state and its
17 agencies during emergencies;
18
19 E. Determine the Employer's mission and strategic plans;
20
21 F. Develop, enforce, modify or terminate any policy, procedure, manual or
22 work method associated with the operations of the Employer;
23
24 G. Determine or consolidate the location of operations, offices, work sites,
25 including permanently or temporarily moving operations in whole or part
26 to other locations;
27

Tentative Agreement, May 15, 2006

Employer



Union



- 1 H. Establish or modify the workweek, daily work shift, hours of work and
2 days off;
3
4 I. Establish work performance standards, which include, but are not limited
5 to, the priority, quality and quantity of work;
6
7 J. Establish, allocate, reallocate or abolish positions, and determine the skills
8 and abilities necessary to perform the duties of such positions;
9
10 K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer,
11 and temporarily or permanently lay off employees;
12
13 L. Determine, prioritize and assign work to be performed;
14
15 M. Determine the need for and the method of scheduling, assigning,
16 authorizing and approving overtime;
17
18 N. Determine training needs, methods of training and employees to be
19 trained;
20
21 O. Determine the reasons for and methods by which employees will be laid-
22 off; and
23
24 P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary
25 actions.
26

Tentative Agreement, May 15, 2006

Employer D. Leigh

Union AK

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2 **36.5 Right to Representation**

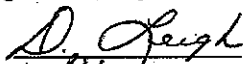
3 Upon request, employees will have the right to representation at all levels on any
4 matter adversely affecting their conditions of employment. The exercise of this
5 right will not unreasonably delay or postpone a meeting. Except as otherwise
6 specified in this Agreement, representation will not apply to discussions with an
7 employee in the normal course of duty, such as giving instructions, assigning
8 work, informal discussions, delivery of paperwork, staff or work unit meetings, or
9 other routine communications with an employee.

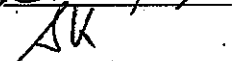
10
11 **36.6 Attendance at Meeting**

12
13 A. An employee will be granted time during their normal working hours to
14 attend the following meetings scheduled by management:

- 15
16 1. Investigatory interviews and pre-disciplinary meetings, in
17 accordance with Article 27, Discipline, and
18
19 2. Informal grievance resolution meetings, grievance meetings,
20 mediation sessions, alternative dispute resolution meetings and
21 arbitration hearings scheduled in accordance with Article 29,
22 Grievance Procedure. When an employee is subpoenaed as a
23 witness on behalf of the Union in an arbitration case, the employee
24 may appear without loss of pay if he or she appears during his or
25 her work time, providing the testimony given is related to his or
26 her job function or involves matters he or she has witnessed and is
27 relevant to the arbitration case.

28
29 B. An employee will be allowed reasonable time, as determined by the
30 Employer, to travel to and from management scheduled investigatory





1 interviews, pre-disciplinary meetings, informal grievance resolution
2 meetings, grievance meetings, mediation sessions, and alternative dispute
3 resolution meetings conducted during his or her normal work hours. Time
4 spent traveling during the employee's non-work hours in order to attend
5 the meetings will not be considered work time. An employee may be
6 authorized by their supervisor to adjust his or her work schedule, take
7 leave without pay, compensatory time, exchange time or vacation leave to
8 travel to and from an arbitration hearing, and/or union management
9 communication committee meeting.

10
11 C. An employee must obtain prior approval from his or her supervisor in
12 order to be released from duty in accordance with this article to attend a
13 meeting, hearings or sessions. Notification must include the approximate
14 amount of time the employee expects the meeting or hearing to take. As
15 determined by the supervisor, any agency business requiring the
16 employee's immediate attention must be completed prior to attending the
17 meeting or hearing. An employee cannot use a state vehicle to travel to
18 and from a work site in order to attend a meeting unless authorized by the
19 agency.

1 **ARTICLE 37**

2 **UNION-MANAGEMENT COMMUNICATION COMMITTEES**

3
4 **37.1 Purpose**

5 The Employer and the Union endorse the goal of a constructive and cooperative
6 relationship. To promote and foster such a relationship the parties agree to
7 establish a structure of joint union-management communication committees, for
8 the sharing of information and concerns.

9
10 A. A Statewide Master Agreement Committee will be established to discuss
11 the administration of this Agreement.

12
13 B. Agency-level statewide Union-Management Communication Committees
14 will be established to discuss and exchange agency-specific information of
15 a group nature and general interest to both parties.

16
17 C. In the Departments of Corrections, Fish and Wildlife, Labor and
18 Industries, Social and Health Services, Transportation, and Veterans
19 Affairs; Employment Security Department; and Parks and Recreation
20 Commission local level Union-Management Communication Committees
21 will be established within each agency, as described in Appendix D, to
22 discuss and exchange information of a group nature and general interest to
23 the parties.

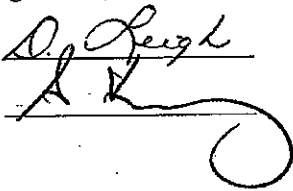
24
25 D. The discussion and exchange of information pertaining to a local or sub-
26 agency matter will be addressed to the lowest level committee. In the
27 event there is not a committee below the agency level, such matters will be
28 addressed at the agency level. Ad-hoc committees may be established by
29 mutual agreement at an agency-level statewide committee or a local-level

Tentative Agreement, June 26, 2006

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The block contains two handwritten signatures. The first signature, for the Employer, is written over a horizontal line and appears to be "D. J. Leitz". The second signature, for the Union, is written over a horizontal line and is a more stylized, cursive signature. Both signatures are in black ink.

committee described in Subsection 37.1 B and C, above. Local and sub-agency committees may only be established by mutual agreement at an agency-level statewide committee described in Subsection 37.1 B. Either party may subsequently determine that the local or sub-agency committee should cease to meet.

- E. For committees established in accordance with 37.1 B and C, either team may suggest steps to improve the effectiveness of the meetings. Suggestions for doing so may be raised at committee meetings and implemented upon mutual agreement. The agency Labor Relations Office, Human Resources Office, Office of Financial Managements Labor Relations Office, the Union's Senior Field Representative and/or Union's Headquarters office will be available to provide assistance and coordination. The parties will mutually bear the costs associated with implementation efforts.

37.2 Committees

A. Statewide Master Agreement Committee

The Statewide Master Agreement Committee will be composed of up to ten (10) employee representatives selected by the Union and up to ten (10) employer representatives. Additional staff of the Union and the OFM Labor Relations Office may also attend. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted at least every six (6) months, unless agreed otherwise.

B. Agency-wide and/or Local Level Union-Management Communication Committees

1. Agency-wide committees will consist of up to seven (7) employer representatives and up to seven (7) employee representatives, except for the Department of Social and Health Services, which

Tentative Agreement, June 26, 2006

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1 will consist of two (2) employee representatives for each
2 administration and an equivalent number of employer
3 representatives. Additional paid staff of the Union and the
4 Employer may also attend. The Employer and Union will be
5 responsible for the selection of their own representatives. If agreed
6 to by the parties, additional representatives may be added.
7 Committee meetings will be conducted up to two (2) times per
8 year, unless agreed otherwise.
9

- 10 2. Local level committees will consist of up to five (5) employer
11 representatives and up to five (5) employee representatives.
12 Additional paid staff of the Union and the Employer may also
13 attend. The Employer and Union will be responsible for the
14 selection of their own representatives. If agreed to by the parties,
15 additional representatives may be added. Committee meetings will
16 be conducted up to four (4) times per year, unless agreed
17 otherwise.
18

19 **37.3 Participation and Process**

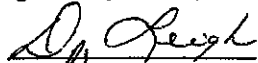
- 20 A. The Union will provide the Employer with the names of its committee
21 members at least ten (10) calendar days in advance of the date of the
22 meeting in order to facilitate the release of employees. The Employer will
23 release employee representatives to attend committee meetings if their
24 absences do not cause a disruption of work.
25

- 26 B. Employees attending committee meetings during their work time will have
27 no loss in pay. Attendance at meetings during employees' non-work time
28 will not be compensated for or considered as time worked. The Union is
29 responsible for paying any travel or per diem expenses of employee
30 representatives.

Tentative Agreement, June 26, 2006

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1
2 C. All committee meetings will be scheduled on mutually acceptable dates
3 and times.

4
5 D. Each party will provide the other with any topics for discussion seven (7)
6 calendar days prior to the meeting. Suggested topics may include, but are
7 not limited to administration of the agreement, changes to law, legislative
8 updates and/or organizational change.

9
10 E. If topics discussed result in follow-up by either party, communication will
11 be provided by the responsible party.

12
13 **37.4 Scope of Authority**

14 All of the committee meetings established under this Article will be used for
15 discussions only, and the committees will have no authority to conduct any
16 negotiations, bargain collectively or modify any provision of this Agreement.
17 The committees' activities and discussions will not be subject to the grievance
18 procedure in Article 29.

Tentative Agreement, June 26, 2006

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ARTICLE 38

MANDATORY SUBJECTS

38.1 The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject. The Employer will notify the Executive Director of the Union of these changes in writing, citing this Article, and the Union may request negotiations on the impact of these changes on employee's working conditions. In the event the Union does not request negotiations within twenty-one (21) calendar days of receipt of the notice, the Employer may implement the changes without further negotiations. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.

38.2 Prior to making any change in written agency policy that is a mandatory subject of bargaining, the Employer will notify the Union and satisfy its collective bargaining obligations per Article 38.1.

38.3 The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities.

Tentative Agreement, June 1, 2006

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Employer



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ARTICLE 39
UNION ACTIVITIES

39.1 Staff Representatives

A. The Union will provide the Employer with a written list of staff representatives, their geographic jurisdictions and the appropriate contacts for each agency. The Employer will recognize any staff representative on the list. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

B. For all bargaining units except the Department of Corrections Community Corrections bargaining unit and Department of Social and Health Services – Special Commitment Center, staff representatives may have access to the Employer's offices or facilities in accordance with agency policy to carry out representational activities. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the agency. In accordance with Section 39.3 below, staff representatives and bargaining unit employees may also meet in non-work areas during the employee's meal periods, rest periods, and before and after their shifts.

C. Within the Department of Corrections Community Corrections bargaining unit and Department of Social and Health Services – Special Commitment Center, staff representatives may have access to the Employer's offices or facilities in accordance with agency policy to carry out representational activities provided:

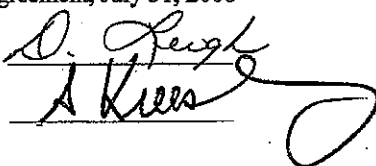
1. The representative notifies local management prior to his or her arrival;

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1 2. It does not interrupt the normal operations of the office or facility;
2 and

3
4 3. National Crime Information Center (NCIC) checks have been
5 completed and the representative is cleared for access into the
6 office or facility.

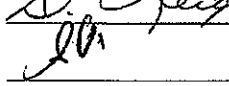
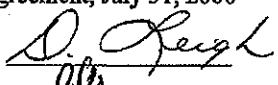
7
8 In accordance with Section 39.3 below, staff representatives and
9 bargaining unit employees may also meet in non-work areas during the
10 employee's meal periods, rest periods, and before and after their shifts.
11

12 **39.2 Union Stewards**

13 A. The Union will provide the Employer with a written list of current union
14 stewards and the office, facility or geographic jurisdiction for which they
15 are responsible. The Union will maintain the list. A steward may
16 represent any employee who works in the same agency in the same office,
17 facility or geographic jurisdiction as the steward and is in a bargaining unit
18 represented by WFSE. The Employer will not recognize an employee as a
19 union steward if his or her name does not appear on the list.

20
21 B. Union stewards will be granted reasonable time during their normal
22 working hours, as determined by the Employer, to prepare for and attend
23 meetings scheduled by Management within the steward's office, facility or
24 geographic jurisdiction in bargaining units represented by WFSE for the
25 following representational activities:

26
27 1. Investigatory interviews and pre-disciplinary meetings, in accordance
28 with Article 27, Discipline, and/or
29



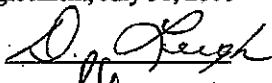
1 2. Union Management Communication Committees and other committee
2 meetings if such committees have been established by this Agreement.

3
4 3. Informal grievance resolution meetings, grievance meetings,
5 alternative dispute resolution sessions, mediation sessions and
6 arbitration hearings held during their work time.

7
8 In addition, Union stewards will be provided a reasonable amount of time
9 during their normal working hours, as determined by the Employer to
10 investigate and process grievances through the agency head level within
11 the steward's office, facility or geographic jurisdiction in bargaining units
12 represented by the WFSE.

13
14 C. Union stewards may be allowed reasonable time, as determined by the
15 Employer, to travel to and from management scheduled investigatory
16 interviews, pre-disciplinary meetings, informal grievance resolution
17 meetings, grievance meetings, mediation sessions, and alternative dispute
18 resolution meetings conducted during their normal work hours. Time
19 spent traveling during the employee's non-work hours in order to attend
20 the meetings will not be considered time worked. A steward may be
21 authorized by his or her supervisor to adjust his or her work schedule, take
22 leave without pay, compensatory time, exchange time or vacation leave to
23 travel to and from an arbitration hearing and/or union management
24 communication committee meeting.

25
26 D. In both B and C above, the union steward must obtain prior approval from
27 his or her supervisor to prepare for and/or attend any meeting during his or
28 her work hours.
29



1 All requests must include the approximate amount of time the steward
2 expects the activity to take. Any agency business requiring the steward's
3 immediate attention will be completed prior to attending the meeting.
4 With prior authorization from the Employer, off-duty stewards may have
5 access to the worksite to perform representational duties as long as the
6 worksite is open and/or operational. Time spent preparing for and
7 attending meetings during the union steward's non-work hours will not be
8 considered as time worked. Union stewards may not use state vehicles to
9 travel to and from a work site in order to perform representational
10 activities, unless authorized by the agency.

- 11
12 E. If the amount of time a union steward spends performing representational
13 activities is unduly affecting his or her ability to accomplish assigned
14 duties, the Employer will not continue to release the employee and the
15 Union will be notified.

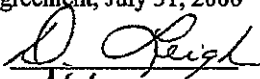
16
17 **39.3 Use of State Facilities, Resources and Equipment**

18 A. Meeting Space and Facilities

19 The Employer's offices and facilities may be used by the Union to hold
20 meetings, subject to the agency's policy, availability of the space and with
21 prior authorization of the Employer.

22
23 B. Supplies and Equipment

24 The Union and employees covered by this agreement will not use state-
25 purchased supplies or equipment to conduct union business or
26 representational activities. This does not preclude the use of the telephone
27 for representational activities if there is no cost to the Employer, the call is
28 brief in duration and it does not disrupt or distract from agency business.



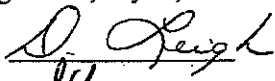


1 C. E-mail, Fax Machines, the Internet, and Intranets

2 The Union and employees covered by this agreement will not use state-
3 owned or operated e-mail, fax machines, the internet, or intranets to
4 communicate with one another. However, employees may use state
5 operated e-mail to request union representation and Union stewards may
6 use state owned/operated equipment to communicate with the Union
7 and/or the Employer for the exclusive purpose of administration of this
8 Agreement. Such use will:

- 9
- 10 1. Result in little or no cost to the Employer;
 - 11
 - 12 2. Be brief in duration and frequency;
 - 13
 - 14 3. Not interfere with the performance of their official duties;
 - 15
 - 16 4. Not distract from the conduct of state business;
 - 17
 - 18 5. Not disrupt other state employees and will not obligate other
19 employees to make a personal use of state resources; and
 - 20
 - 21 6. Not compromise the security or integrity of state information or
22 software.
 - 23

24 The Union and its stewards will not use the above referenced state
25 equipment for union organizing, internal union business, advocating for or
26 against the Union in an election or any other purpose prohibited by the
27 Executive Ethics Board. Communication that occurs over state-owned
28 equipment is the property of the Employer and may be subject to public
29 disclosure.



1

2 **39.4 Information Requests**

3 The Employer agrees to provide the Union, upon written request, access to
4 materials and information necessary for the Union to fulfill its statutory
5 responsibility to administer this Agreement. When the Union submits a request
6 for information that the Employer believes is unclear or unreasonable, or which
7 requires the creation or compilation of a report, the Employer will contact the
8 Union and the parties will discuss the relevance, necessity and costs associated
9 with the request and the amount the Union will pay for receipt of the information.

10

11 **39.5 Agency Policies**

12 Within ninety (90) calendar days of the effective date of this Agreement, each
13 agency will provide the Union with either a hard or electronic copy of all human
14 resources policies affecting represented employees. Agencies will provide to the
15 Union any updates to those policies during the term of the Agreement.

16

17 **39.6 Bulletin Boards and Newsstands**

18 The Employer will maintain bulletin board(s) or space on existing bulletin boards
19 currently provided to the Union for union communication. In bargaining units
20 where no bulletin board or space on existing bulletin boards has been provided,
21 the Employer will supply the Union with adequate bulletin board space in
22 convenient places. Material posted on the bulletin board will be appropriate to the
23 workplace, politically non-partisan, in compliance with state ethic laws, and
24 identified as union literature. Union communications will not be posted in any
25 other location in the agency. If requested by the Union, the Employer will identify
26 areas where Union provided newsstands can be located in their offices/facilities.

27

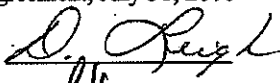
28 **39.7 Distribution of Material**

29 An employee will have access to his or her work site for the purpose of
30 distributing information to other bargaining unit employees provided:

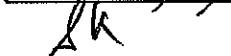
Tentative Agreement, July 31, 2006

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1. The employee is off-duty,
2. The distribution does not disrupt the Employer's operation, and
3. The distribution will normally occur via desk drops or mailboxes, as determined by the Employer. In those cases where circumstances do not permit distribution by those methods, alternative areas such as newsstands, lunchrooms, break rooms and/or other areas mutually agreed upon will be utilized.
4. The employee must notify the Employer in advance of his or her intent to distribute information and such distribution will not occur more than once per month, unless agreed to in advance by the Employer.

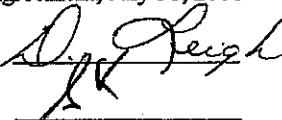
39.8 Upon request of the Union, the Employer will grant leave without pay (LWOP) for the WFSE Council President for the term of his or her office. The right to return will be granted in accordance with Article 18.4, Leave Without Pay. The period of leave will not impact the employee's seniority date.

39.9 Time Off for Union Activities

Union-designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions. The employee's time off will not interfere with the operating needs of the agency as determined by management. If the absence is approved, the employees may use accumulated compensatory time, vacation leave, or personal holiday in accordance with Article 10, Holidays, instead of leave without pay. However, employees must use compensatory time prior to their use of vacation leave, unless the use would result in the loss of their vacation leave.

The Union will give the Employer a written list of the names of the employees it is requesting attend the above-listed activities at least fourteen (14) calendar days prior to the activity.

Employer
Union



1 **39.10 Temporary Employment With the Union**

2 With thirty (30) calendar days' notice, unless agreed otherwise, employees may
3 be granted leave without pay to accept temporary employment with the Union of
4 a specified duration, not to exceed six (6) months, provided the employee's time
5 off will not interfere with the operating needs of the agency. The parties may
6 agree to an extension of leave without pay up to an additional six (6) months. The
7 returning employee will be employed in a position in the same job classification
8 and the same geographical area, as determined by the Employer.
9

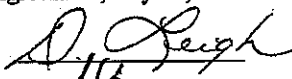
10 **39.11 New Employee Orientation**

11 When an agency provides a formal new employee orientation program for new
12 employees, the Union will be given an opportunity to have a union steward or
13 staff representative speak to the class for not more than thirty (30) minutes to
14 provide information about the Union and the master agreement. When an agency
15 provides formal new employee orientation on-line, the Employer agrees to
16 provide each new bargaining unit employee with an orientation package provided
17 by the Union.
18

19 **39.12 2009 – 2011 Master Agreement Negotiations**

20
21 A. Release Time

22 The Employer will approve paid release time for the first seven (7) days of
23 formal negotiations for up to twenty-five (25) Union team members who
24 are scheduled to work on the day negotiations are being conducted. The
25 Employer will approve compensatory time, vacation leave, exchange time
26 or leave without pay, or at the discretion of their supervisor an employee
27 may be allowed to adjust his or her work hours for all remaining formal
28 negotiation sessions and for all travel to and from the sessions for Union
29 team members provided the absence of the employee for negotiations does
30 not create significant and unusual coverage issues. Per diem and travel



1 expenses will be paid by the WFSE for Union team members. No
2 overtime, compensatory time or exchange time will be incurred as a result
3 of negotiations and/or travel to and from negotiations.
4

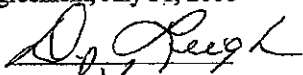
5 B. Confidentiality/Media Communication

6 Bargaining sessions will be closed to the press and the public unless
7 agreed otherwise by the chief spokespersons. No proposals will be placed
8 on the parties' web sites. The parties are not precluded from generally
9 communicating with their respective constituencies about the status of
10 negotiations while they are taking place. There will be no public
11 disclosure or public discussion of the issues being negotiated until
12 resolution or impasse is reached on all issues submitted for negotiations.
13
14

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Employer



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